

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

WINC, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11238 (LSS)

(Jointly Administered)

Ref. Docket No. ____

**ORDER AUTHORIZING (I) REJECTION OF (A) CERTAIN UNEXPIRED LEASES OF
NON-RESIDENTIAL REAL PROPERTY AND (B) CERTAIN EXECUTORY
CONTRACTS EFFECTIVE AS OF THE REJECTION DATES AND
(II) ABANDONMENT OF ANY REMAINING PROPERTY
LOCATED AT THE PREMISES**

Upon consideration of the *Debtors' First Omnibus Motion for Order Authorizing (I) Rejection of (A) Certain Unexpired Leases of Non-Residential Real Property and (B) Executory Contracts Effective as of the Rejection Dates and (II) Abandonment of any Remaining Property Located at the Premises* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and the Court having found that venue of the Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and it

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Winc, Inc. (8960); BWSC, LLC (0899); and Winc Lost Poet, LLC (N/A). The Debtors' mailing address for purposes of these chapter 11 cases is 1751 Berkeley Street, Studio 3, Santa Monica, CA 90404.

² All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

appearing that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and a hearing having been held to consider the relief requested in the Motion; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Rejected Leases listed on **Schedule 1** hereto are hereby rejected, effective as of December 31, 2022.
3. The Rejected Contracts listed on **Schedule 2** hereto are hereby rejected, effective as of December 16, 2022.
4. To the extent that the Debtors retained any interest in any Remaining Property located at the Premises as of the Lease Rejection Date, the Debtors are authorized to abandon such Remaining Property located at the Premises free and clear of all liens, claims, encumbrances and interests. Any Remaining Property at the Premises not previously abandoned shall be deemed abandoned as of the Lease Rejection Date. On and after the Lease Rejection Date, the applicable lessors are authorized to disposed of the Remaining Property without further notice and without any liability to any individual or entity that may claim an interest in such Remaining Property, and such abandonment shall be without prejudice to any lessor's right to assert any claim based on such abandonment and without prejudice to the Debtors or any other party in interest to object thereto. The automatic stay is modified to the extent necessary to allow such dispositions.

5. Nothing herein shall prejudice the rights of the Debtors to assert that any of the Rejected Agreements were terminated prior to the Rejection Date, or that any claim for damages arising from the rejection of any of the Rejected Agreements are limited to the remedies available under any applicable termination provision of such lease or contract, as applicable, or that any such claim is an obligation of a third party, and not that of the Debtors or their estates, or to otherwise contest any claims that may be asserted in connection with any of the Rejected Agreements. Further, nothing herein shall prejudice any party's rights to assert that any of the Rejected Contracts are not, in fact, executory contracts under Bankruptcy Code section 365.

6. All of the rights of the Debtors as to whether they surrendered the premises subject to the Rejected Leases and abandoned the Remaining Property prior to the Rejection Dates are preserved.

7. Nothing in the Motion or this Order shall be deemed or construed as an approval of an assumption of any lease, sublease, or contract pursuant to section 365 of the Bankruptcy Code, and all such rights are reserved.

8. To the extent that Bankruptcy Rule 6004(h) is applicable, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

10. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

SCHEDULE 1**Rejected Leases**

Counterparty & Address	Contract Description
1745 Berkeley, LLC c/o Lee & Associates Los Angeles West, Inc. Attn: David Wilson 1508 17 th Street Santa Monica, CA 90404	Lease agreement for office space located at 1745 Berkeley Street, Santa Monica, CA 90404, dated as of June 28, 2021
Rosenstein Henry, LLC c/o Lee & Associates Los Angeles West, Inc. 1508 17 th Street, Santa Monica, CA 90404	Lease agreement for office space located at 1751 Berkeley Street, Studio 3, Santa Monica, CA 90404, dated as of September 21, 2022
Squarespace, Inc. 225 Varick Street, 12 th Floor New York, NY 10014	Sublease agreement for 5340 Alla Road office, dated as of February 28, 2020
Thrive Market, Inc. Legal Department 5340 Alla Road, Suite 108 Los Angeles, CA 90066 Cc: Legal@thrivemarket.com -and- Rutan & Tucker LLP 18575 Jamboree Road, Suite 900 Irvine, CA 92612 Attn: Toni Agajanian tagajanian@rutan.com	Sublease agreement for 5340 Alla Road office, dated as of September 24, 2020
West LA Alla Commonwealth, LLC c/o United Agent Group Inc. 3411 Silverside Road, Tatnall Building #104 Wilmington, DE 19810	Lease agreement for office space located at 5340 Alla Road, Los Angeles, CA 90066, dated as of May 19, 2014, including its amendments

SCHEDULE 2**Rejected Contracts**

Counterparty & Address	Contract Description
Broadridge Investor Communication Solutions, Inc. 51 Mercedes Way Edgewood, NY 11717	Services Schedule for investor communications services, dated as of February 22, 2022
Cube Planning, Inc. 12405 Venice Blvd. #1 Los Angeles, CA 90066	Master Services Agreement for financial reporting services, dated as of January 12, 2021
ICR, LLC 761 Main Avenue Norwalk, CT 06851 Attn: John Sorensen legal@icrinc.com	Consulting Agreement for investor relations services, dated as of May 2, 2021, and its First Addendum
JLT Consulting Services LLC 39516 Glenn Glade Chapel Hill, NC 27517	Consulting Agreement for strategic and operational services, dated as of July 15, 2022
Konica Minolta Business Solutions U.S.A., Inc., d/b/a Konica Minolta Premier Finance 100 Williams Drive Ramsey, NJ 07446	Advantage Lease Agreement for copier equipment, dated as of November 18, 2021
Olivia Bacon 2545 Royal York Avenue Charlotte, NC 28210	Consulting Agreement for content creation and posts, dated as of October 3, 2022
Power Digital Marketing 2251 San Diego Avenue, Suite A250 San Diego, CA 92110	Master Services Agreement for marketing services, dated as of March 15, 2022
Power Digital Marketing 2251 San Diego Avenue, Suite A250 San Diego, CA 92110	Statement of Work for marketing services, dated as of June 27, 2022
Steven Bero 2590 Solano Road, #B Pismo Beach, CA 93449	Consulting agreement for affiliate marketing program, dated August 11, 2022
Steven Bero 2590 Solano Road, #B Pismo Beach, CA 93449	Consulting agreement for affiliate marketing program, dated August 28, 2022